UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF NORTH CAROLINA

Debtor 1:	<u>Jeffrey</u> First Na		<u>Ly</u> nn Middle Name	Melton Last Name		Check if this is an ended plan, and list ow the sections of
Debtor 2:	Crystal		Graham	Melton		plan that have
(Spouse, if filing)	First Na	me	Middle Name	Last Name	cha	anged.
Case number: _ (If known)	B-19-506	513 C-13W			_	
SS# Debtor 1: X	XX – XX –	3502				
SS# Debtor 2: X	XX – XX –	3894				
			CI	HAPTER 13 PLAN		
Section 1:	Notices.					
			ed claim, set out ir t at all to the secur	n Section 4, which may result in red creditor.	l □ Included	☑ Not included
			npossessory, nonpermotion or adversa	ourchase money security arry proceeding.		■ Not included
1.3 Nonstanda	ard provisio	ns set out i	n Section 9.		☐ Included	☑ Not included
Creditors: You	r rights may	be affecte	d by this plan. You	ur claim may be reduced, modi	fied, or eliminated.	
	•		•	der any plan. Official notice wi meeting of creditors, and info		•
orney, you may orney must file tification from t	wish to cor an objection he Bankrup	isult one. In to confirm tcy Court o	f you oppose the praction at least sever if the date set for t	attorney if you have one in thi blan's treatment of your claim of en days before the date set for the hearing on confirmation. T ed. See Bankruptcy Rule 3015.	or any provision of t r the hearing on con	his plan, you or your firmation. You will recei
e applicable con	nmitment p	eriod is:				
⊠ 36 m	onths					
□ 60 m	onths					
	llowed prio			ed claims would receive if asse	ts were liquidated i	n a Chapter 7 case, after

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Debtor Jeffrev Lynn Melton & Crystal Graham Melton					e Number	B-19-50613 C-13W		
Sec	ctior	Payments.						
2.1	The	e Debtor will make payments to the T	rustee as follows:					
	\$_	900.00 per month for _	50 month(:	5)				
	\$_	per month for _	month(:	5)				
	Add	litional payments						
2.2	60 r	e Debtor shall commence payments t months of payments are specified, ad cified in this plan.						
Se	ctio	n 3: Fees and Priority Claims.						
3.1	Att	orney fees.						
	\boxtimes	The Attorney for the Debtor will be \$1,000.00 from the Debtor available.				Attorney has received onthly by the Trustee as funds ar		
		The Attorney for the Debtor will be Debtor pre-petition and the remain						
		The Attorney for the Debtor will file	an application for ap	proval of a fee in lieu o	f the presum	otive base fee.		
3.2		stee costs. The Trustee will receive for seenses.	from all disbursement	s such amount as appro	oved by the C	ourt for payment of fees and		
3.3	Pric	ority Domestic Support Obligations (("DSO").					
	a.	⊠ None. If none is checked, the re	st of Section 3.3 need	not be completed or re	eproduced.			
	b.	\Box The name and address of the ho	lder of any DSO as def	ined in 11 U.S.C. § 101	(14A) is as fol	lows:		
		Name of DSO Claimant			Address, Cit	y & State		
	C.	All post-petition DSO amounts will b				•		
	d.	Arrearages owed to DSO claimants the Trustee as follows:	under 11 U.S.C. § 507	(a)(1)(A) not presentiy	paid througn	wage garnishment will be paid t		
		Name of DSO Claimant		rearage Claim	*	Monthly payment		
			\$		\$			
3.4	Oth	ner Priority Claims to be Paid by Trus	stee.					
	a.	oxtimes None. If none is checked, the re	est of Section 3.4 need	d not be completed or	reproduced.			
	b.	\square To Be Paid by Trustee						
		Cred	litor		Es	timated Priority Claim		
					\$			

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Debtor	Jeffrev Lvnn Meltor	a & Crvstal Graham Melton	Ca:	se Number	B-19-50613 C	-13W
Sectio	n 4: Secured Claims.					
.1 Rea	al Property – Claims Secure	d Solely by Debtor's Principal Reside	ence.			
a.	⋈ None. If none is check	ed, the rest of Section 4.1 need not b	e completed or	reproduced.		
b.	☐ Maintenance of Payme	ents and Cure of Default.				
	should reflect arrearage a disbursements of installm	the claims listed below will be mainta mounts through the petition date. For ent payments the month after confir payments through the month of conf	or accounts that mation. Any file	are in default,	the Trustee will co	ommence
	confirmation, will control	proof of claim, and as adjusted to inc over any contrary amounts listed bel will adjust the installment payment in 02.1.	ow for the insta	Ilment paymen	t and the arrearag	e.
		to pay any post-petition fee, expense led to such fee, expense, or charge.	e, or charge for v	which notice is f	iled under Bankru	ptcy Rule
	Creditor	Address of Residence	Current Y/N	Installment Payment	Estimated Arrearage Amount on Petition Date	If Current, Indicate by Debtor or Trustee
				\$	\$	
c.	☐ Claims to be Paid in Fu	II by Trustee.				
	Creditor	Address of Residence	Estimated Claim	Monthly Payment	Monthly Escrow Payment	Contractua Interest Rate
			\$	\$	\$	1
d.	☐ Request for Valuation this plan is checked.	to Treat Claims as Totally Unsecured.	. This will be effe	ective only if the	applicable box in	Section 1.1 (
		Address of Desidence	Estimated	Value of	Amount of	Amount o
	Creditor	Address of Residence	Claim	Residence \$	Claims Senior to Creditor's Claim	Secured Claim \$ -0-

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	Jeffrev Lvnn Melton	& Crvstal Graham Mel	ton	Case	Number _	B-19-50613 (C-13W
b.	☐ Maintenance of Paymen	nts and Cure of Default.					
	Proofs of claim should refle disbursements of installme accordingly. Amounts state confirmation, will control o	nt payments the month aft ed on a proof of claim as ad	er confirmation a ljusted to include	and any file post-petit	d arrearage cl ion payments	aims will be adj through the mo	usted onth of
	Creditor	Collater	al	Current Y/N	Installment Payment \$	Estimated Arrearage Amount on Petition Date \$	If Current, Indicate by Debtor or Trustee
c.	☐ Claims to be Paid in Full	by Trustee.					
	Creditor	Collater	ral	Estimat Claim			v Rate
d.	☐ Request for Valuation to This will be effective only if			e Property	and any Amou	, ,	<u> </u>
	Creditor	Collateral	Value of Property	Amount Claims Senior to Creditor	of Secure	Payment ed to	Rate
					Ciairi	Creditor	
			\$	Claim \$	\$	\$	%
4.3 Per a. b.	rsonal Property Secured Clai None. If none is checke	d, the rest of Section 4.3 no	eed not be comp	Claim \$	\$		
a.	☐ None. If none is checke	d, the rest of Section 4.3 no	eed not be comp	Claim \$	\$ eproduced.		Number of Adequate Protection
a. b.	□ None. If none is checke □ Claims Secured by Perso Creditor	onal Property to be Paid in Collateral 2014 Honda Accord	Estimated Claim	\$ leted and r	eproduced. y Interest Rate 7.5%	\$ Adequate Protection	% Number of Adequate
a. b. AFS Acc Regiona	□ None. If none is checke □ Claims Secured by Person Creditor ceptance, LLC al Acceptance Corp.	cd, the rest of Section 4.3 no conal Property to be Paid in Collateral 2014 Honda Accord 2015 Kia Forte	Estimated Claim \$13,178.00 \$18,835.00	\$ Claim	eproduced. y Interest Rate 7.5% 7.5%	Adequate Protection Payment	Number of Adequate Protection
a. b. AFS Acc Regiona	□ None. If none is checke □ Claims Secured by Perso Creditor Creditor Ceptance, LLC al Acceptance Corp. ax of South Carolina, Inc. □ Claims Secured by Perso petition date and secured b or (ii) incurred within one (thing of value. The filed cla paid in full.	conal Property to be Paid in Collateral 2014 Honda Accord 2015 Kia Forte 2006 Chrysler 300 Conal Property excluded from a purchase money securing year of the petition date a simulation with the petition date and the p	Estimated Claim \$13,178.00 \$18,835.00 \$2,320.00 m 11 U.S.C. § 506 ty interest in a m and secured by a ation to show ex	Claim \$ leted and r Monthl Paymer \$ being eitheotor vehicl a purchase clusion from	eproduced. y Interest Rate 7.5% 7.5% 7.5% er (i) incurred e acquired for money securit m 11 U.S.C. § 9	Adequate Protection Payment \$ within 910 days personal use o sy interest in an 506 in order to	Number of Adequate Protection Payments s before the f the Debtor, y other be
AFS Acc Regiona	□ None. If none is checke □ Claims Secured by Perso Creditor Creditor Ceptance, LLC al Acceptance Corp. ax of South Carolina, Inc. □ Claims Secured by Perso petition date and secured b or (ii) incurred within one (i	conal Property to be Paid in Collateral 2014 Honda Accord 2015 Kia Forte 2006 Chrysler 300 Conal Property excluded from a purchase money securing year of the petition date	Estimated Claim \$13,178.00 \$18,835.00 \$2,320.00 m 11 U.S.C. § 506 ty interest in a m and secured by a	Claim \$ leted and r Monthl Paymer \$ being eitheotor vehicl a purchase clusion from	eproduced. y Interest Rate 7.5% 7.5% 7.5% er (i) incurred e acquired for money securit m 11 U.S.C. § 5	Adequate Protection Payment \$ within 910 days personal use of y interest in an	Number of Adequate Protection Payments

		C	ase 19-50	0613 D	oc 12 Fil	ed 06/27	7/19 Pa	ge 5 of	11	
Debtor	Jeffre	ev Lvnn Me	lton & Cryst	al Graham	Melton		Case Numb	oer <u>B-1</u>	9-50613 C-	13W
d.					red to the Valu Section 1.1 of to			ny Amount	in Excess as U	Insecured.
	-1's	Fathers	Callatanal	\/-lf	A	1	NA the hard	l 1t	l Adamia	I Nicosale e o
Cre	ditor	Estimated Amount	Collateral	Value of Collateral	Amount of Claims	Amount of	Monthly Payment	Interest Rate	Adequate Protection	Number of
		of Total			Senior to	Secured			Payment	Adequate
		Claim			Creditor's Claim	Claim				Protection Payments
		\$		\$	\$	\$	\$	%	\$	rayments
	□ N 4=:			f D - f l						
e.	⊔ Main	tenance of Pa	yments and C	ure of Default	.					
					the petition da					
					th after confirm					
					as adjusted to unts listed belo				-	
				, 				·		
		Creditor			Collateral		Installr Paym		Estimated Amount on P	_
							\$	ent	\$	etition Date
applicab out in th Court, th	le. For ea le column ne value of	ch non-goveri headed <i>Amou</i> f a secured cla	nmental secur unt of Secured nim listed in a	ed claim liste <i>Claim.</i> For se proof of claim	the secured claud above, the Decured claims on filed in accordes secured claims	ebtor states of governme dance with th	that the valuntal units online Bankrupto	ie of the se y, unless o y Rules cor	cured claim sh therwise orde ntrols over any	nould be set red by the y contrary
this plan	. If the an	nount of a cre ecured claim u	ditor's secure under Section	d claim is liste 6 of this plan	of the secured ed above as ha . Unless other y amounts liste	ving no value wise ordered	e, the credito I by the Cour	r's allowed	l claim will be	treated in its
			Section 4 as h or the estate (n the column h er of:	eaded <i>Amoเ</i>	unt of Secure	d Claim wil	l retain the lie	n on the
(a)	paymen	t of the under	lying debt det	ermined und	er non-bankrup	otcy law, or				
(b)	discharg	e of the unde	rlying debt un	der 11 U.S.C.	§ 1328, at whice	ch time the l	ien will term	inate and b	e released by	the creditor.
Section	on 5:	collateral to b	e Surrendered	l .						
a.	⊠ None	e. If none is cl	necked, the re	st of Section	5 need not be o	completed o	r reproduced	I.		
b.	☐ The I	Debtor Propos	ses to Surrend	er to Each Cro	editor Listed Be	elow the Coll	lateral that S	ecures the	Creditor's Cla	i m .
				_	oidable lien, the					

Creditor

be terminated in all respects effective upon confirmation of this plan. Effective upon confirmation the creditor will be allowed a period of 120 days for personal property and a period of 180 days for real property to file a documented deficiency claim. Any allowed unsecured claim resulting from disposition of the collateral will be treated as an unsecured claim under Section 6.

Collateral to be Surrendered

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De	btor _ Jeffrev Lvnn Melton & Crvs	stal Graham Melton	Case Number	B-19-50613 (C-13W
5	ection 6: Nonpriority Unsecured Cla	ims.			
5.1	Nonpriority Unsecured Claims Not Sep	arately Classified.			
	Allowed nonpriority unsecured claims v paid in full.	vill be paid pro rata with payments to	commence after prio	rity unsecured cla	ims are
	a. 🛛 The estimated dividend to unse	ecured nonpriority allowed claims is	<u>- 0 -</u> %.		
	b.	will be paid pro rata to nonprior	rity unsecured claims of	due to the followi	ng:
	☐ Liquidation Value				
	☐ Disposable Income				
	□ Other				
.2	Separately Classified Nonpriority Unse	cured Claims.			
	a. None. If none is checked, the r	est of Section 6.2 need not be comple	eted or reproduced.		
	b. Allowed Nonpriority Unsecured	l Claims Listed Below are Separately (Classified.		
	Creditor	Basis for Separate Classification (Include Name and Address of Co-Debtor, if Applicable)	Estimated Claim	Payment	Interest Rate (If applicable)
	·		\$	\$	%

Section 7: Executory Contracts and Unexpired Leases.

- a. \Box None. If none is checked, the rest of Section 7 need not be completed or reproduced.
- b. \square Executory Contracts and Leases to be Rejected.

Creditor	Nature of Lease or Contract

c. $\ \ \boxtimes$ Executory Contracts and Leases to be Assumed.

Creditor	Nature of Lease or Contract	Monthly Payment	Payment by Debtor or Trustee	Arrearage Amount	Arrearage Paid by Debtor or	Monthly Payment on
					Trustee	Arrearage
Progressive Leasing	Personal property	\$44.73	Trustee	\$45.00	Trustee	\$10.00
Progressive Leasing	Personal property	\$151.13	Trustee	\$151.00	Trustee	\$15.00

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Debtor Jeffrev Lvnn Melton & Crvstal Graham Melton Case Number B-19-50613 C-13W

Section 8:

Local Standard Provisions.

- 8.1 a. The Trustee shall collect and disburse payments in accordance with the plan.
 - b. Proofs of claim must be filed to receive disbursements pursuant to the plan. Any claim to be paid as secured must contain evidence of a properly perfected lien on property of the estate. If a claim is listed as secured and the creditor files an unsecured claim, the claim will be treated as unsecured.
 - c. Any creditor holding an allowed secured claim and to whom the Debtor is surrendering property under the order confirming plan is granted relief from the automatic stay as to the property and relief from any co-debtor stay so the creditor may obtain possession and liquidate the property. Any net proceeds, after payment of liens and costs of liquidation, are to be forwarded to the Trustee.
 - d. All payments being made by the Trustee on any claim secured by real or personal property shall terminate upon the lifting of the automatic stay with respect to the affected property.
 - e. Notwithstanding the allowance of a claim as secured, all rights under Title 11 to avoid liens are reserved and confirmation of the plan is without res judicata effect as to any action to avoid a lien.
 - f. Notwithstanding 11 U.S.C. § 1327(b), all property of the estate as specified by 11 U.S.C. §§ 541 and 1306 shall continue to be property of the estate following confirmation until the earlier of discharge, dismissal, or conversion of the case.
 - g. Confirmation of the plan shall not prejudice the right of the Debtor or Trustee to object to any claim.
 - h. The Debtor must promptly report to the Trustee and must amend the petition schedules to reflect any significant increases in income and any substantial acquisitions of property such as inheritance, gift of real or personal property, or lottery winnings.
- 8.2 THE FOLLOWING ADDITIONAL PROVISIONS ARE APPLICABLE TO THE HOLDER OR SERVICER ("HOLDER") OF A CLAIM SECURED BY A DEED OF TRUST, A MORTGAGE OR SECURITY INTEREST IN REAL PROPERTY, OR A MOBILE HOME THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE:
 - The Holder, upon confirmation, is precluded from imposing late charges or other default related fees based solely on preconfirmation default.
 - b. If the Trustee is disbursing ongoing monthly installment payments, the Holder must apply each ongoing payment to the month in which the payment is designated.
 - c. For any loan with an escrow account, the Holder must prepare and must send an escrow analysis annually to the Debtor, the Trustee and the Debtor's attorney. The first escrow analysis must be filed with the proof of claim in accordance with Bankruptcy Rule 3002.1. The escrow analysis should not include any amounts that were included or should have been included in the arrearage claim.
 - d. The Holder shall continue to send monthly statements to the Debtor in the same manner as existed pre-petition and such statements will not be deemed a violation of the automatic stay.
 - e. The Holder is required, upon request, to provide account information to the Trustee within 21 days of the request and failure to provide a timely response may result in an order requiring the Holder to appear and show cause as to why Holder should not be sanctioned for failure to comply.
 - f. Nothing herein shall modify Holder's responsibilities under Bankruptcy Rule 3002.1.
 - g. Unless the Court orders otherwise, an order granting a discharge in the case shall be a determination that all pre-petition and post-petition defaults have been cured and the account is current and reinstated on the original payment schedule under the note and security agreement as if no default had ever occurred.
 - h. PENALTY FOR FAILURE OF HOLDER TO COMPLY WITH THE REQUIREMENTS OUTLINED IN BANKRUPTCY RULE 3002.1.

 Without limitation to the Court's authority to afford other relief, any willful failure of the Holder to credit payments in the manner required by Bankruptcy Rule 3002.1 or any act by the creditor following the entry of discharge to charge or collect any amount incurred or assessed prior to the filing of the Chapter 13 Petition or during the pendency of the Chapter 13 case that

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Debtor Jeffrev Lynn Melton & Crystal Graham Melton

Case Number <u>B-19-50613 C-13W</u>

		or approved by the Court after proper notice, may be found by the Court to on of 11 U.S.C. § 524(i) and the injunction under 11 U.S.C. § 524(a)(2).
Section	9: Nonstandard Plan Provisions.	
a. 🗆	None. If none is checked, the rest of Section 9	need not be completed or reproduced.
	The following plan provisions will be effective rovision as defined by Bankruptcy Rule 3015(c) s	only if there is a check in the box "Included" in Section 1.3. Any nonstandard et out elsewhere in this plan is void.
and order o	of the provisions in this Chapter 13 Plan are idened to the provisions included in Section 9.	by an attorney, or the Attorney for Debtor(s) certify(ies) that the wording ntical to those contained in MDNC Local Form 113, other than any
	or(s) do not have an attorney, the Debtor(s) must tor(s), if any, must sign below.	sign below; otherwise the Debtor(s) signatures are optional. The attorney
/s/ Jeffrey	y Lynn Melton	/s/ Crystal Graham Melton
Signature of	f Debtor 1	Signature of Debtor 2
Executed or	n <u>06/27/2019</u>	Executed on06/27/2019
	mm/dd/yyyy	mm/dd/yyyy
/s/ James L	. Carter, Jr.	Date:06/27/2019
Signature of	f Attorney for Debtor(s)	
Address:	129 N. Main Street	
	Salisbury, NC 28144	
Telephone:	704-633-8857	
State Bar No		

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF NORTH CAROLINA

In re:	Jeffrey Lynn I	Melton		_)	Case NoB-19-50613 C-13W	
	Crystal Graha	m Melton		_)		
				_)		
	SS# xxx-xx-	3502		_)	CHAPTER 13 PLAN	
	SS# xxx-xx-	3894		_)		
)		
			Debtor(s))		

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the plan was served by first class mail, postage prepaid, to the following parties at their respective addresses:

AFS Acceptance, LLC 1475 W. Cypress Creek Road Suite 300 Fort Lauderdale, FL 33309
Capital One Services, LLC PO Box 70886 Charlotte, NC 28272-9903
Credit Bureau PO Box 26140 Greensboro, NC 27402
Delta Dental of Virginia 4818 Starkey Road Roanoke, VA 24018-8510
Delta Dental of Virginia 4818 Starkey Road Roanoke, VA 24018-8510
Employment Security Commission PO Box 26504 Raleigh, NC 27611
First Point Collection Resources, Inc. 225 Commerce Place PO Box 26140 Greensboro, NC 27402-6140
First Premier Bank PO Box 5524 Sioux Falls, SD 57117-5524
First Premier Bank 3820 N. Louise Ave. Sioux Falls, SD 57107-0145
First Premier Bank 3820 N. Louise Ave. Sioux Falls, SD 57107-0145
H&R Accounts, Inc.

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Debtor Jeffrev Lynn Melton & Crystal Graham Melton Case Number B-19-50613 C-13W

5320 22nd Ave Moline, IL 61265
I.C. System, Inc. PO Box 64438
Saint Paul, MN 55164-0378
IRS PO Box 7346
Philadelphia, PA 19101-5016
Kaitlyn Elizabeth Melton 1311 Edgedale Drive Salisbury, NC 28144
Laboratory Corp. of America Holdings PO Box 2240 Burlington, NC 27216-2240
Tommy & Nancy Austin (Landlord) 790 Cedar Farm Road
Salisbury, NC 28147
North Carolina Dept. of Revenue PO Box 25000 Raleigh, NC 27640
Northstar Location Services, LLC 4285 Genesee St.
Cheektowaga, NY 14225-1943
Novant Health PO Box 11549 Winston Salem, NC 27116-1549
Novant Health Medical Group PO Box 1259 Dept. # 130626 Oaks, PA 19456
Progressive Leasing (Big Lots) 256 Data Drive Draper, UT 84020
Progressive Leasing (Wayfair) 256 Data Drive Draper, UT 84020
Regional Acceptance Corporation 1424 East Fire Tower Road Greenville, NC 27858
Regional Acceptance Corporation 2600 Discovery Drive Raleigh, NC 27611
Rowan County Tax Collector 402 N. Main St. Salisbury, NC 28144
Security Credit Services 2623 W. Oxford Loop Oxford, MS 38655-5442
Security Credit Services 304 Enterprise Drive Oxford, MS 38655
Security Credit Services 2623 W. Oxford Loop Oxford, MS 38655-5442
SunTrust Bank

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Debtor Jeffrev Lynn Melton & Crystal Graham Melton Case Number B-19-50613 C-13W

VA-Richmond-9394 PO Box 26150 Richmond, VA 23260-

Richmond, VA 23260-6150

SunTrust Bank VA-Richmond-9394 PO Box 26150 Richmond, VA 23260-6150

The Charlotte-Mecklenburg Hosp Authority Patient Financial Services

ATTN: Bankruptcy Accounts PO BOx 71108

Charlotte, NC 28272-1108

TitleMax of South Carolina, Inc. d/b/a TITLEMAX 3672 Foothills Way Fort Mill, SC 29708

VEP Rowan ED PC PO Box 638

San Dimas, CA 91773-0638

Wakefield & Associates 10800 E. Bethany Drive, Suite 450 Aurora, CO 80014

Date: 6/27/2019

/s/ James L. Carter, Jr.

James L. Carter, Jr. 25317 Adkins Carter, P.A. 129 North Main Street Salisbury, NC 28144 (704) 633-8857Fax:(704) 636-2284 jcarter@adkinscarter.com